

ATTACHMENT 1

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY
REGION V

In the Matter of:

FIELDS BROOK
ASHTABULA COUNTY, OHIO

)
) Request for Information
) Pursuant to Section 104
) of the Comprehensive
) Environmental Response,
) Compensation and Liability
) Act as amended 42 U.S.C.
) §9604, and Section 3007 of
) the Resource Conservation
) and Recovery Act, 42 U.S.C.
) §6927.

REQUEST FOR INFORMATION

GENERAL OBJECTIONS

Now comes The Sherwin-Williams Company and states its general objections to the Request for Information dated November 6, 1987 ("RFI") as follows:

1. That some of the information responsive to the RFI is subject to and protected by the attorney-client privilege and, consequently, will not be produced.
2. That some or all of the information requested is confidential and contains trade secrets of The Sherwin-Williams Company.
3. That some of the information requested is attorney work product.
4. That many of the requests for information are vague, ambiguous or contain terms which can be construed in various manners, therefore, response is impossible.
5. That much of the information requested is no longer in the possession or control of The Sherwin-Williams Company,

therefore, cannot be produced. Without waiving any of the foregoing, The Sherwin-Williams Company answers the RFI as follows:

The following is an index of Documents provided pursuant to this RFI:

<u>Document</u>	<u>Description</u>
A	Agreement of Sale dated October 11, 1974
B	Legal description of property
C	Waste Water Survey dated March 13, 1974
D	Water sampling for pH dated July 21, 1972
E	Waste water sampling OSEPA dated May 24, 1972
F	Water Pollution Control Certificate No. 195 (WPC-3) dated November 13, 1970 and attachments
G	Water Pollution Control Certificate No. 196 (WPC-3) and Attachments November 13, 1970.
H	Air Pollution Control Certificate No. 1352, June 30, 1971 and attachments.
I	Air Pollution Control Certificate No. 1354, June 30, 1971 and attachments.
J	Ohio Water Pollution Control Board Permit No. 2366, February 11, 1970 and attachments.
K	Ohio Water Pollution Control Board Permit No. 2106.3, August 20, 1970 and attachments.
L	Ohio Water Pollution Control Board Permit Renewal. Application to Discharge Industrial Wastes into Waters of the State, October 15, 1970 and attachments.
M	Same. December 21, 1970 and attachments.
N	NPDES Application Review, June 21, 1973, and Attachments No. OH0700X2000205.

O Same. March 5, 1973.

P Same. July 16, 1973.

Q Army Corps. of Engineers Discharge permit
Application No. 000205, May 9, 1972.

R Ohio EPA - Solids Retention Basin, May 24, 1973.

S Ohio EPA Permit Applications - Titanium
Tetrachloride and Titanium Dioxide, etc.,
October 10, 1973.

T Permits for Titanium Tetrachloride and Titanium
Dioxide Plants, etc., February 9, 1974.

U Plant Waste Analysis, May 23, 1973.

V Schedule of insurance policies.

W Waste Water Facilities and Treatment dated July 10,
1968.

1. The Sherwin-Williams Company, is an Ohio corporation. Date of incorporation was July 16, 1884. Registered Agent is Larry J. Pitorak, Vice President, Secretary-Treasurer and General Counsel, 101 Prospect Avenue, N.W., Cleveland, Ohio 44115 (hereinafter referred to as "TAC").
2. 2900 Middle Road
Ashtabula, Ohio 44004
This was the only facility owned by TAC in the Fields Brook water basin.
3. The aforementioned facility was sold by TAC to SCM Corporation, a New York corporation under Agreement of Sale dated October 11, 1974, a copy of which is attached hereto as Document A.
4. See copy of legal description attached hereto as Document B.
5. TAC no longer owns or operates any facility in the Fields Brook water basin, see answer to RFI #3 above.
6. a) August 1969 was the plant completion and startup date for the production of titanium dioxide. See Document C. The exact date of the barium-strontium start up is not known, but facility was in operation as early as January 1968. See Document W.

- b) TAC purchased various parcels from individual property owners and consolidated into one tract.
 - c) Titanium dioxide and barium and strontium chemicals.
 - d) No position at this time.
 - e) No known documents at this time. See generally Documents "A" and "B".
 - f) 2900 Middle Road
Ashtabula, Ohio 44004
 - g) See RFI #6(a) above.
- 7. Records of plant personnel, addresses and dates of employment are not known to TAC at this time. It is known George Wyman was Plant Manager for most of TAC's operations. Wyman has retired and last known address is 245 Port Noble Drive, Bloomsburg, Pennsylvania 17815.
 - 8. TAC has no known documents, information or knowledge with respect to this RFI at this time. See generally answers to RFI #3 and #6(b) above.
 - 9. TAC has no known documents, information or knowledge with respect to RFI at this time.
 - 10. TAC has no known documents, information or knowledge with respect to RFI at this time.
 - 11. TAC has no known documents, information or knowledge with respect to RFI at this time.
 - 12. TAC has no known documents, information or knowledge with respect to RFI at this time. See generally Document R.
 - 13. TAC has no known documents, information or knowledge with respect to RFI at this time.
 - 14. Yes, TAC had an NPDES permit to discharge into Fields Brook. Permit No. OH0000523. See Document "N".

15. For a description of the Titanium Dioxide process see Documents I, S, U and W. TAC has no known documents, information or knowledge at this time as to the Barium Strontium manufacturing process. For years of operation see RFI #3 and #6(a). For raw materials associated with Titanium Dioxide see attached Documents C and S. TAC has no known documents, knowledge or information as to the raw materials associated with the Barium Strontium operation other than the basic raw materials included: Barium Sulfate and coal.
16. TAC has no known documents, information or knowledge at this time with respect to this RFI.
17. TAC has no known documents, information or knowledge at this time with respect to this RFI. See generally Documents U and W.
18. TAC has no known documents, information or knowledge at this time with respect to this RFI.
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35. TAC has no known documents, information or knowledge at this time with respect to this RFI.
36. TAC has no known documents, information or knowledge at this time with respect to this RFI.
37. See Document V.

CERTIFICATION

The undersigned hereby certifies that the Answers and Documents supplied in response to the foregoing Request for Information are true, accurate and authentic to the best of the undersigned's knowledge and belief.

By: Al Asters Title
Environmental Engineer President

STATE OF OHIO } ss
COUNTY OF CUYAHOGA }

Sworn to and subscribe before me this 19th day of January, 1988, by Al Asters.

Richard M. Weaver
Notary Public

RICHARD M. WEAVER, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

ATTACHMENT 2

10/9/74

Final

AGREEMENT OF SALE

SALE OF CERTAIN ASSETS OF
THE SHERWIN-WILLIAMS COMPANY
(an Ohio corporation)

TO

SCM CORPORATION
(a New York corporation)

As of October 11, 1974

Document "A"

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AGREEMENT dated as of the 11th day of October, 1974 between THE SHERWIN-WILLIAMS COMPANY, an Ohio corporation ("Seller") and SCM CORPORATION, a New York corporation ("Purchaser").

W I T N E S S E T H :

WHEREAS, Seller owns certain real estate, tangible and intangible property, building, machinery and equipment located at 2900 Middle Road, Ashtabula, Ohio, substantially all of which is used in the manufacture of titanium dioxide; and

WHEREAS, Seller desires to sell its assets at such location except certain assets hereinafter defined and Purchaser desires to buy such assets;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration the receipt of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. DEFINITIONS. The following terms, when used in this Agreement, shall, unless the context otherwise requires, have the following meanings:

"Assets" shall mean the aggregate of Inventories, Machinery, Personal Property, Real Estate, and Technical Information, all as herein defined.

"Closing" and "Closing Date" shall have the respective meanings given such terms in Section 5(e).

"Excepted Assets" shall have the meaning given such term in Section 5(a).

"Installment Payment" shall have the meaning set forth in Section 5(c)(ii) hereof.

"Inventories" shall mean all inventory of raw material and work in process, relating to the production of Product at the Plant, including Inventory in transit or wherever located, including but not limited to those listed on Schedule A hereto. Finished goods inventories are specifically excluded from Inventories.

"Machinery" shall mean that machinery and equipment used by Seller in the production of the Product at the Plant, together with all spare parts and maintenance supplies pertaining thereto, wherever located, including but not limited to the machinery and equipment listed on Schedule G.

"Parties" shall mean Seller and Purchaser.

"Plant" shall mean the aggregate of, as defined herein, Real Estate, Machinery and Personal Property located in Ashtabula, Ohio, and at which the Technical Information is utilized.

"Pension Plan" shall mean the retirement plan in effect on the Date of Closing for employees of Seller and certain of its subsidiaries and affiliates, entitled The Sherwin-Williams Company Salaried Employees' Retirement Plan.

"Personal Property" shall mean assets pertaining to the operation of and located at the Plant, including but not limited to tangible and intangible personal property and rights thereto used in the operation of the Plant which are not otherwise included in the definitions of Machinery, Technical Information or Inventories, such as computer tapes, systems and programs, prepaid expenses, lists of customers and suppliers, contract rights, packaging and shipping materials, supplies, orders from customers and records necessary to Purchaser to continue operation of the Plant, the existing Environmental Protection Agency Permits, purchase contracts, purchase orders and purchase commitments of Seller directly pertaining to the Assets and operations of the Plant, and other intangibles.

"Plant Operating Statements" shall mean the financial statements described in Section 2(b).

"Promissory Note" shall mean the non-negotiable promissory note of Purchaser to be delivered at the Closing and described in Section 5(c)(ii).

"Product" shall mean those grades of Titanium Dioxide (TiO₂) presently being produced at the Plant as more specifically defined on Schedule B hereto.

"Real Estate" shall mean the land and the buildings, structures, fixtures and improvements presently thereon located at 2900 Middle Road in Ashtabula, Ohio, as more fully described in Schedule F.

"Supply Agreement" shall mean the Agreement of Sale and Option between Seller and Purchaser.

"Technical Information" shall mean the patents, licenses, processes, designs, inventions, trade secrets, know-how and technology, whether under license to, or owned by, Seller and used in the production of the Product or planned for use by Seller in the beneficiation of ilmenite sands and/or titanium bearing ores, including drawings, plans, specifications, blueprints, instructions, records, data, information, knowledge and procedures used in the production of the Product or planned by Seller for use in the beneficiation of ilmenite sands and/or titanium bearing ores, all such formation as identified in Schedule C.

2. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents, covenants and warrants that:

(a) Incorporation. Seller has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Ohio, with corporate power and authority to own the properties which it now owns and to conduct the business in which it is now engaged. Seller is qualified to conduct its business and is in good standing in Ohio.

(b) Plant Operating Statements. Seller has delivered to Purchaser the following statements pertaining to the Plant for the fiscal year ending August 31, for each of the years 1970 through 1974, and undertakes to deliver such information on accounting policies applied in such statements as Purchaser shall request. Such statements have been prepared in accordance with generally accepted accounting

principles applied on a consistent basis throughout the periods covered thereby and present fairly and accurately the production and costs for the years and periods

licated:

Profit Center Operating Income Statements
Cost of Goods Manufactured and Sold Statements
Product Manufacturing Cost Statements

(c) Transactions since Plant Operating Statements. Since August 31, 1974, Seller has carried on its Plant operations in the ordinary course and Seller has not incurred any liabilities or obligations with respect to the Assets other than in the ordinary course of its Plant operations as theretofore conducted. Since August 31, 1974, Seller has not made any change in the Pension Plan, group life insurance plan, hospitalization plan or similar benefit plans in which its employees employed at the Plant participate, other than changes to such employee benefit plans which affect substantially all salaried employees of Seller, or granted any increase in excess of 10% in the annual compensation payable to any of its employees employed at the Plan having an annual salary of \$15,000 or more, except as agreed to in writing by Purchaser.

(d) Certain Taxes. All real property taxes and assessments (general or special) which have become a lien upon the Real Estate for any period up to and including the Closing Date shall be prorated with Seller paying all such taxes and assessments for all periods up to and including the Closing Date and Purchaser paying all such taxes and assessments for all periods after the Closing Date. On the Closing Date, the Seller shall pay to the Purchaser its prorated share of such taxes and assessments for the calendar year 1974 based on amounts shown by the County Treasurer's tax duplicate for the calendar year 1973, and when the official County Treasurer's tax duplicate for the calendar year 1974 becomes available, the parties shall promptly adjust such proration on the basis of the amounts shown by the 1974 duplicate.

Ohio personal property taxes for the 1974 taxable year, which are validly due and paid by Seller, with respect to the Assets transferred hereunder, shall be prorated as of the Closing Date. Purchaser agrees to reimburse Seller for Ohio personal

erty taxes for the 1975 taxable year which are validly assessed to Seller with respect to the Assets transferred hereunder. Seller agrees to furnish to Purchaser

relevant information from its Ohio personal property tax returns for 1974 and 1975 as filed with the Ohio Department of Taxation in order that Purchaser may verify the amount of such taxes.

Seller agrees to indemnify and hold Purchaser harmless for any additional real or personal property taxes levied by the State of Ohio subsequent to the Closing Date upon the Assets in regard to the period up to and including the Closing Date. Seller agrees to notify Purchaser immediately in the event additional Ohio personal property taxes with respect to the Assets are assessed or proposed to be assessed against Seller for the 1974 or 1975 taxable years. Purchaser agrees to notify Seller immediately in the event additional Ohio real property taxes, with respect to the Real Estate, are assessed or proposed to be assessed against Purchaser for the 1974 taxable year. With the consent of Purchaser, which consent shall not be unreasonably withheld, Seller may take any and all action with respect to proceedings relating to such additional real or personal property taxes so levied. Such action shall include but is not limited to the right to settle, compromise and dispose of such proceedings.

Seller shall be entitled to the benefits of any refunds and credits for real property taxes on the Real Estate and Ohio personal property taxes on the Assets which may arise for the period up to and including the Closing Date and Purchaser shall be entitled to the benefits of any such refunds and credits which may arise for the period after the Closing Date.

Sales tax, if any, payable on the transfer of any of the Assets shall be paid by the Purchaser.

(e) Litigation. Seller has delivered to Purchaser Schedule D listing litigation or governmental investigation presently pending or, to the knowledge of

...er, threatened against Seller which in any way affects the Assets. Except as set forth on said schedule, there is no litigation, proceeding or governmental investigation pending or, to the knowledge of Seller, threatened against or relating to Seller or the transactions contemplated by this Agreement, which in any way affects the Assets.

(f) Environment. Seller has delivered to Purchaser Schedule E attached hereto listing all governmental agencies which have contacted Seller concerning alleged violations of laws relating to the environment and employee safety at the Plant, and listing all compliance programs relating thereto established by any governmental agency which materially affect the Assets. No governmental agency or any other person has asserted to Seller that Seller is in violation of any law, regulation, ordinance, order, injunction or decree or any other requirement of any governmental body or court with respect to the Federal Occupational Safety and Health Act of 1970 or any federal, state, county or local ordinance relating to the laws affecting the environment and employee safety and to the best of Seller's knowledge it is in compliance with any and all such compliance programs which materially affect the Assets, except as noted on Schedule E.

(g) Properties, Contracts and Certain Other Data. Seller has delivered or made available to Purchaser, the following schedules which are correct and complete in all material respects as of their respective dates:

(1) Schedule F entitled "Real Estate" that described the Real Estate and real property interests owned or leased by or to Seller pertaining to the Plant, with surveys, maps and sketches identifying such properties and the principal facilities, buildings and structures located thereon, showing as to each property, the location, size, nature of ownership, and use to which such property is being employed or the use for which it was intended if not presently used in the operations of Seller and

ATTACHMENT 3



No 0000034



The Sherwin-Williams Company
101 Prospect Avenue, N.W.
Cleveland, Ohio 44115-1075

January 19, 1988

91073

FEDERAL EXPRESS

Mr. Kerry Street
U.S. Environmental Protection Agency
Region V
Hazardous Waste Enforcement Branch
230 S. Dearborn
Chicago, Illinois 60604

Re: Fields Brook Request for Information

Dear Mr. Street:

Enclosed please find The Sherwin-Williams Company's response to the U.S. EPA's Request for Information regarding the above-referenced site.

In accordance with our telephone conversations regarding this matter, The Sherwin-Williams Company will continue to try and locate any and all documents pertaining to the subject site and will supplement the enclosed answers as appropriate.

Thank you for your time and cooperation regarding this matter. Should you have any questions regarding the enclosed, please do not hesitate to contact me.

Very truly yours,

Al. Arters

Al Arters
Environmental Engineer Specialist
(216) 566-2969

AA/im

Enclosure

cc: Ms. Susan Swales

RECEIVED
U.S. ENVIRONMENTAL PROTECTION AGENCY
WASTE MANAGEMENT
OFFICE OF THE DIRECTOR